



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590
March 31, 2015

REPLY TO THE ATTENTION OF:
LC- 8J

CERTIFIED MAIL: No.7011 1150 0000 2643 8418
RETURN RECEIPT REQUESTED

Mr. Bill Steinagel
Steinagel Management Services, LLC
711 South Rose St.
Kalamazoo, Michigan 49007

Consent Agreement and Final Order In the Matter of
Steinagel Management Services, LLC, Docket No. TSCA-05-2015-0006

Mr. Steinagel:

Enclosed please find a copy of a fully executed Consent Agreement and Final Order (CAFO) in resolution of the above case. This document was filed on March 31, 2015 with the Regional Hearing Clerk.

The civil penalty in the amount of \$1,793 is to be paid in the manner described in paragraphs 31 and 32. Please be certain that the docket number is written on both the transmittal letter and on the check.

Thank you for your cooperation in resolving this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Fericelli", is written over a horizontal line.

fa Paul Fericelli
Pesticides and Toxics Compliance Section

Enclosure

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:)	Docket No. TSCA-05-2015-0006
)	
Steinagel Management Services, LLC,)	Proceeding to Assess a Civil Penalty
)	Under Section 16(a) of the Toxic
Respondent.)	Substances Control Act, 15 U.S.C.
)	§ 2615(a)

Consent Agreement and Final Order

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/ Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. Part 22.

2. The Complainant is, by lawful delegation, the Director of the Land and Chemicals Division, United States Environmental Protection Agency (EPA), Region 5.

3. Respondent is Steinagel Management Services, LLC, a company with a place of business at 711 South Rose Street, Kalamazoo, Michigan.

4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). See 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

Jurisdiction and Waiver of Right to Hearing

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the general allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.

Statutory and Regulatory Background

9. Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Lead Act), 42 U.S.C. § 4852d, requires the Administrator of EPA to promulgate regulations for the disclosure of lead-based paint hazards in target housing that is offered for sale or lease.

10. On March 6, 1996, EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule) pursuant to 42 U.S.C. § 4852d.

11. Under the Disclosure Rule, a seller or lessor of target housing must complete the required disclosure activities before a purchaser or lessee is obligated under any contract to purchase or lease target housing.

12. 40 C.F.R. § 745.103 defines target housing as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

13. 40 C.F.R. § 745.103 defines “lessor” as any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

14. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease, rent or sublease target housing, including but not limited to individuals, partnerships,

corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

15. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include, as an attachment or within the contract, a lead warning statement; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or the lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist; a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and the signatures and dates of signature of the lessor and lessee certifying the accuracy of their statements.

16. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failure to comply with the Disclosure Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

17. The Administrator of EPA may assess a civil penalty of up to \$37,500 for each violation of Section 409 of TSCA that occurred between January 12, 2009 through December 6, 2013, pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615, 40 C.F.R. § 745.87(d), and 40 C.F.R. Part 19.

Factual Allegations and Alleged Violations

18. On or about October 23, 2009, Respondent owned a residential apartment building at 717 West Cedar, Kalamazoo, Michigan (Respondent's Property).

19. Respondent's Property was constructed prior to 1978.

20. Respondent's Property and each apartment unit within Respondent's Property are "target housing" as defined in 40 C.F.R. § 745.103.

21. On or about October 23, 2009, Respondent, either directly or through his authorized agent, entered into a written lease agreement (contract) with individuals for the lease of Apartment #1 at Respondent's Property.

22. The contract referred to in paragraph 21, above, covered a term of occupancy greater than 100 days.

23. Respondent is a "lessor," as defined in 40 C.F.R. § 745.103.

24. Each individual who signed a lease to pay rent in exchange for occupancy of a dwelling, referenced in paragraph 21, above, became a "lessee" as defined in 40 C.F.R. § 745.103.

25. Respondent failed to include a lead warning statement, either within the contract or as an attachment to the contract dated October 23, 2009, for the lease of Respondent's Property at 717 West Cedar, Apartment #1, Kalamazoo, Michigan, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

26. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, or a lack of knowledge of such presence, either within the contract or as an attachment to the contract dated October 23, 2009, for the lease of Respondent's Property at 717 West Cedar, Apartment #1, Kalamazoo, Michigan, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

27. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been

provided to the lessees, or a statement that no such records are available, either within the contract or as an attachment to the contract dated October 23, 2009, for the lease of Respondent's Property at 717 West Cedar, Apartment #1, Kalamazoo, Michigan, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

28. Respondent failed to include statements by the lessees affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contract or as an attachment to the contract dated October 23, 2009, for the lease of Respondent's Property at 717 West Cedar, Apartment #1, Kalamazoo, Michigan, in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

29. Respondent failed to include the signatures of the lessor and the lessees certifying to the accuracy of their statements and the dates of such signatures, either within the contract or as an attachment to the contract dated October 23, 2009 for the lease of Respondent's Property at 717 West Cedar, Apartment #1, Kalamazoo, Michigan, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Civil Penalty

30. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), Complainant determined that an appropriate civil penalty to settle this action is \$1,793.00. In determining the penalty amount, Complainant considered the nature, circumstances, extent, and gravity of the violations, and, with respect to Respondent, ability to pay, effect on ability to continue to do business, any history of such prior violations, and the degree of culpability. Complainant also considered EPA's Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy, dated

December 2007. Complainant also considered Respondent's agreement to conduct the Supplemental Environmental Project (SEP) as required under this CAFO.

31. Within 30 days after the effective date of this CAFO, Respondent must pay a \$1,793.00 civil penalty for the TSCA violations by sending a cashier's or certified check, payable to "Treasurer, United States of America," to:

U.S. EPA
Fines and Penalties
Cincinnati Finance Center
Post Office Box 979077
St. Louis, Missouri 63197-9000

The check must note the following: the case title ("In the Matter of Steinagel Management Services, LLC") and the docket number of this CAFO.

32. A transmittal letter stating Respondent's name, complete address, and the case docket number must accompany the payment in paragraph 31. Respondent must send a copy of the check and transmittal letter to:

Regional Hearing Clerk (E-19J)
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Paul Fericelli (LC-8J)
Pesticides and Toxics Compliance Section
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Robert M. Peachey (C-14J)
Office of Regional Counsel
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

33. This civil penalty is not deductible for federal tax purposes.

34. Respondent alleges that payment of the civil penalty is not an admission of the factual allegations in this CAFO.

35. Pursuant to EPA's December 20, 2007 Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy, receipt of Respondent's payment made to the U.S. Treasury can be used as evidence constituting a prior violation.

36. If Respondent does not pay the civil penalty timely, EPA may refer this matter to the Attorney General, who will recover such amount, plus interest, by action in the appropriate United States district court under Section 16(a) of TSCA, 15 U.S.C. § 2615(a). The validity, amount, and appropriateness of the civil penalty are not reviewable in a collection action.

37. Pursuant to 31 C.F.R. § 901.9, Respondent must pay the following on any amount overdue under this CAFO. Interest will accrue on any amount overdue from the date payment was due at a rate established by the Secretary of the Treasury. Respondent must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondent must pay a 6 percent per year penalty on any principal amount 90 days past due.

Supplemental Environmental Project

38. Respondent must complete a supplemental environmental project (SEP) designed to protect the public health by abating lead-based paint hazards.

39. Respondent must complete a lead-based paint hazard abatement project ("Hazard Abatement Project") designed to protect residents from potential lead-based paint hazards by abating lead-based paint hazards at 1408 Krom Street, Kalamazoo, Michigan 49007 ("SEP Property"). This Hazard Abatement Project is a project to replace certain windows at the SEP Property as set forth in Attachment A, which is hereby incorporated into this CAFO.

40. The Hazard Abatement Project must be conducted in compliance with the Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (June 2012) ("HUD Guidelines"), and executed by individuals certified to perform such work under state and local laws and regulations.

41. Respondent must perform standard lead clearance testing upon completion of the Hazard Abatement Project using HUD Guidelines, and executed by individuals certified to perform such work under state and local laws for the SEP Property. The individuals conducting the Hazard Abatement Project and the individuals executing the standard lead clearance sampling must not be paid or employed, or otherwise compensated by the individuals conducting the Hazard Abatement Project.

42. Respondent must spend at least \$13,447.50 to complete the Hazard Abatement Project. The money expended on the Hazard Abatement Project is not deductible for tax purposes.

43. Respondent must complete the Hazard Abatement Project by May 31, 2015.

44. Respondent hereby makes the following certifications as to the SEP:

- a. Respondent certifies that is not required to perform or develop the SEP by any law, regulation, grant, order, or agreement or as injunctive relief as of the date Respondent signs this CAFO;
- b. Respondent certifies that has not received, and is not negotiating to receive, credit for the SEP in any other enforcement action;
- c. Respondent certifies that it shall not use any HUD assistance, including all HUD grants, as well as Community Development Block Grants, to perform the \$13,447.50 of abatement work required by this CAFO;
- d. Respondent certifies that is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP;

- e. Respondent certifies that, to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP; nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired.

45. EPA may inspect the SEP Property at any time to monitor Respondent's compliance with the requirements of the SEP. Any access to the SEP Property will be provided on reasonable notice to Respondent, and Respondent will make good faith efforts to obtain the property owner's cooperation for such access.

46. Respondent must submit a Hazard Abatement Project report and lead clearance sampling report upon completion of the Hazard Abatement Project for the SEP Property by July 15, 2015. These reports must contain the following information to the best of Respondent's knowledge:

- a. The address of the SEP Property and a description of the Hazard Abatement Project as completed, which includes the sampling information contained in subparagraph b, below;
- b. A clearance sampling report for the SEP Property, giving sampling locations, sample results, and documentation of analytical quality assurance/quality control;
- c. Itemized costs of goods and services used to complete the Hazard Abatement Project documented by copies of invoices, purchase orders, or canceled checks that specifically identify and itemize the individual costs of the goods and services, including receipts for the cost of the lead-based paint inspection conducted to identify the lead-based paint and/or lead-based paint hazards in the properties;
- d. Itemized costs of services used to complete the lead clearance sampling documented by copies of invoices or canceled checks that specifically identify and itemize the costs of the services, and documentation that Respondent did

not use any HUD assistance, including all HUD grants as well as Community Development Block Grants, to perform the abatement work required by this CAFO;

- e. Provide documentation that the individuals who performed the Hazard Abatement Project and the lead clearance sampling are certified to perform such work in accordance with the state and local laws and regulations; and
- f. Certification that Respondent has completed the Hazard Abatement Project and the lead clearance sampling in compliance with this CAFO.

47. Respondent must submit all notices and reports required by the CAFO by first class mail to Paul Fericelli, at the address in paragraph 32, above.

48. In each report that Respondent submits as provided by this CAFO, their authorized representative must certify that the report is true and complete by including the following statement signed by each Respondent:

“I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, the information is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

49. If Respondent violates requirements of this CAFO relating to the Hazard Abatement Project and sampling, Respondent must pay stipulated penalties to EPA as follows:

- a. If Respondent does not complete the Hazard Abatement Project and lead clearance sampling satisfactorily according to the requirements of this CAFO and within the deadline in paragraph 43, Respondent must pay a stipulated penalty of \$12,000;
- b. If Respondent did not complete the Hazard Abatement Project and lead clearance sampling satisfactorily, but EPA determines that Respondent made good faith and timely efforts to complete the SEP and certifies, with supporting documents, that it spent at least 90 percent of the \$13,447.50 set forth in paragraph 42, Respondent will not be liable for any stipulated penalty under subparagraph a, above.
- c. If Respondent satisfactorily completes the Hazard Abatement Project and lead clearance sampling according to the requirements of this CAFO, but spent less

than 90 percent of the \$13,447.50 set forth in paragraph 42, Respondent must pay the difference between \$13,447.50 and the actual amount spent;

- d. If Respondent fails to timely submit the Hazard Abatement Project completion report and the lead clearance sampling completion report, addressing each of the requirements in paragraph 46, above, Respondent must pay a stipulated penalty of \$50 for each day after the report was due until the submission of the report in its entirety.

50. EPA's determination of whether Respondent satisfactorily completed the Hazard Abatement Project and lead clearance sampling and whether Respondent made good faith, timely efforts to complete the Hazard Abatement Project and lead clearance sampling will bind Respondent for the purposes of this CAFO.

51. Respondent must pay any stipulated penalties within 15 days of receiving EPA's written demand for the penalties. All penalties shall begin to accrue on the first date of noncompliance, and shall continue to accrue through the date of completion. Respondents will use the method of payment specified in paragraphs 31 and 32, above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.

52. Any public statement that Respondent makes referring to the SEP must include the following language, "Steinagel Management Services, LLC undertook this project under the settlement of the U.S. Environmental Protection Agency's enforcement action against them for violations of 40 C.F.R. Part 745."

53. If an event occurs which causes or may cause a delay in completing the SEP as required by this CAFO:

- a. Respondent must notify EPA in writing within 10 days after learning of an event that caused or may cause a delay in completing the SEP. The notice must describe the anticipated length of the delay, its cause(s), Respondent's past and proposed actions to prevent or minimize the delay, and a schedule to carry out those actions. Respondent must take all reasonable actions to avoid or minimize any delay. If Respondent fails to notify EPA according to this

paragraph, Respondent will not receive an extension of time to complete the SEP;

- b. If the parties agree that circumstances beyond the control of Respondent caused or may cause a delay in completing the SEP, the parties will stipulate to an extension of time no longer than the period of delay;
- c. If EPA does not agree that circumstances beyond the control of Respondent caused or may cause a delay in completing the SEP, EPA will notify Respondent in writing of its decision and any delays in completing the SEP will not be excused;
- d. Respondent has the burden of proving that circumstances beyond its control caused or may cause a delay in completing the SEP. Increased costs for completing the SEP will not be a basis for an extension of time under subparagraph b, above. Delay in achieving an interim step will not necessarily justify or excuse delay in achieving subsequent steps.

General Provisions

54. This CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the CAFO.

55. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

56. This CAFO does not affect Respondent's responsibility to comply with the Lead Act and the Disclosure Rule and other applicable federal, state, and local laws.

57. Respondent certifies that it is complying with the Lead Act and the Disclosure Rule.

58. The terms of this CAFO bind Respondent, and its successors and assigns.

59. Respondent waives any and all remedies, claims for relief, and otherwise available rights to judicial or administrative review with respect to any issue of fact or law set forth in this CAFO.

60. Each person signing this CAFO certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

61. Each party agrees to bear its own costs and attorney's fees in this action.

62. This CAFO constitutes the entire agreement between the parties.

In the Matter of: Steinagel Management Services, LLC
Docket No.

Steinagel Management Services, LLC, Respondent

2-17-15

Date



Scott Freund
Manager
Steinagel Management Services, LLC

U.S. Environmental Protection Agency, Complainant

3/27/2015

Date

Michael D. Harris ^{for M.G.}


Margaret M. Guerriero
Director
Land and Chemicals Division

In the Matter of: Steinagel Management Services, LLC
Docket No. TSCA-05-2015-0006

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

3/27/2015
Date



Susan Hedman
Regional Administrator
United States Environmental Protection Agency
Region 5

ATTACHMENT A

SCOPE OF WORK FOR ABATEMENT AT 1408 KROM STREET, KALAMAZOO, MICHIGAN 49007

Steinagel Management Services, LLC agrees to abate the lead-based paint hazards at 1408 Krom Street, Kalamazoo, Michigan 49007, as part of the Supplemental Environmental Project (SEP), and for Steinagel Management Services, LLC and its contractors to abide by the following Scope of Work when completing the SEP. The SEP is part of the agreement between Steinagel Management Services, LLC and the U.S. Environmental Protection Agency to resolve alleged violations of 40 C.F.R. Part 745, Subpart F, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule).

The Scope of Work includes the following conditions:

1. Window & Door Systems, LLC, 7706 East Michigan Avenue, Kalamazoo, Michigan 49048 (Window & Door Systems) shall be responsible for removing old windows and replacing them with new windows in accordance with 40 C.F.R. § 745.227(e)(1), MICH. COMP. LAWS SERV. § 333.5469, and Chapter 12 of the HUD Guidelines. All such abatement shall be performed by a certified and licensed lead abatement contractor. *See, e.g.,* MICH. COMP. LAWS SERV. § 333.5469, and MICH. ADMIN. CODE r. 325.99406(2).
2. Micro Air Consulting, LLC, 119 West Cass Street, P.O. Box 908, Greenville, Michigan 48838 (Micro Air Consulting) shall be responsible for performing clearance examination of worked areas as provided in 40 C.F.R. § 745.227(e)(8), MICH. ADMIN. CODE r. 325.99407, and Chapter 15 of the HUD Guidelines. Such clearance testing shall be performed by a certified and licensed lead-based paint risk assessor or certified inspector,

and this assessor or inspector cannot be an employee of Steinagel Management Services, LLC, nor can the assessor or inspector have an economic interest with Steinagel Management Services, LLC.

3. All lead-based paint activities undertaken by Window & Door Systems and Micro Air Consulting pursuant to the SEP and this Scope of Work must conform to the work practice standards at 40 C.F.R. § 745.227 and MICH. ADMIN. CODE r. 325.99401.
4. At least ten (10) business days before Window & Door Systems and Micro Air Consulting commence any of the activities in this Scope of Work, Steinagel Management Services, LLC shall ensure that Window & Door Systems and Micro Air Consulting prepare a Notification for Lead-Based Paint Abatement Activities in accordance with MICH. COMP. LAWS SERV. § 333.5472, and MICH. ADMIN. CODE r. 325.99408.
5. Window & Door Systems is responsible for the work site preparation and occupant protection, which shall be in accordance with 40 C.F.R. § 745.227(e)(5), MICH. ADMIN. CODE r. 325.99406(6), and Chapter 8 of the HUD Guidelines.
6. Window & Door Systems shall be responsible for daily and final cleanups, which shall be in accordance with MICH. ADMIN. CODE r. 325.99406(4), and Chapter 14 of the HUD Guidelines.
7. Window & Door Systems shall be responsible for waste disposing, which shall be in accordance with State and local requirements and Chapter 10 of the HUD Guidelines.
8. Steinagel Management Services, LLC shall be responsible to submit to EPA an abatement report as described in 40 C.F.R. § 745.227(e)(10) upon completion of the project.

In the matter of: Steinagel Management Services, LLC
Docket Number: TSCA-05-2015-0006

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of the foregoing *Consent Agreement and Final Order*, which was filed on March 31, 2015, in the following manner to the addressees:

Copy by Certified Mail
Return-receipt:

Mr. Bill Steinagel
Steinagel Management Services, LLC
711 South Rose St.
Kalamazoo, Michigan 49007

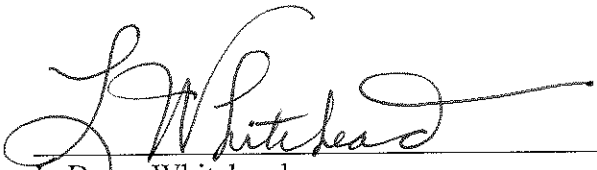
Copy by E-mail to
Attorney for Complainant:

Robert M. Peachey
Peachey.robert@epa.gov

Copy by E-mail to
Regional Judicial Officer:

Ann Coyle
coyle.ann@epa.gov

Dated:

March 31, 2015 
LaDawn Whitehead
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 5

CERTIFIED MAIL RECEIPT NUMBER(S): 7011 1150 0000 2643 8418